



235 PINE STREET, 6TH FLOOR

SAN FRANCISCO

CALIFORNIA 94104-2701

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VASCO H. MORAIS, JR.
GENERAL COUNSEL AND SECRETARY

111555753

19572-B C D E

1995

PM

December 11, 1995

The Honorable Vernon Williams
Secretary
Interstate Commerce Commission
12th & Constitution Ave. NW
Washington, DC 20423
Attn: Room 2310

Re: Documents for Recordation:

- (i) Amendment and Restatement to Memorandum of Lease and Assignment
- (ii) Full Release of Memorandum of Security Agreement
- (iii) Memorandum of Security Agreement
- (iv) Assignment of Lease and Rents

Dear Mr. Williams:

On behalf of the Mobil Oil Corporation Trust 95-1, a trust formed under the laws of the State of California, I submit for filing and recording under 49 U.S.C. §11303 and the regulations promulgated thereunder, counterparts of three documents, not previously recorded (related to a primary and a secondary document previously recorded on August 23, 1995, at 10:50 a.m., and assigned recordation numbers 19572 and 19572-A respectively): first, a secondary document, not previously recorded, entitled Amendment and Restatement to Memorandum to Lease and Assignment, to be recorded as a secondary document under "-B" of the primary document; second, a related secondary document, not previously recorded, entitled Full Release of Memorandum of Security Agreement, to be recorded as a secondary document under "-C" of the primary document; third, a related secondary document, not previously recorded, entitled "Memorandum of Security Agreement" to be recorded as a secondary document under "-D" of the primary document; and fourth, a related secondary document not previously recorded, entitled "Assignment of Lease and Rents", to be recorded as a secondary document under "-E" of the primary document.

Counterparts - for recordation

1. The parties to the Amendment and Restatement to Memorandum of Lease and Assignment ("Restatement of Lease"), executed as of October 1, 1995, to be recorded under -B are:

Mobil Oil Corporation 3225 Gallows Road Fairfax, Virginia 22037	- LESSEE
ATEL Leasing Corporation 235 Pine Street, 6th Floor San Francisco, CA 94920	- LESSOR/ASSIGNOR
Mobil Oil Corporation Trust 95-1 c/o ATEL Leasing Corporation 235 Pine Street, 6th Floor San Francisco, CA 94104	- SUCCESSOR LESSOR/ ASSIGNEE

The aforesaid Restatement of Lease amends and restates the Lease with respect to the railcar equipment referred to in the primary document, specifically it identifies and limits the railcar equipment leased by the Successor Lessor to the Lessee pursuant to the Lease as follows: seventy-five (75) new 33,000-gallon liquid petroleum tank cars (DOT Specification 112J340) built by Union Tank Car Company; and six (6) new 26,000-gallon general purpose heated lube tank cars (DOT Specification 111A100W1) built by ACF Industries, Inc. The said Restatement of Lease should be recorded under -B of the principal document recordation number.

A short summary of the Restatement of Lease to appear in the ICC Index is as follows:

"Amendment and Restatement to Memorandum of Lease and Assignment filed as the primary document to identify and limit the railcar equipment identified therein to: seventy-five (75) new 33,000-gallon liquid petroleum tank cars (DOT Specification 112J340) built by Union Tank Car Company (MBLX Nos. 34193-34252; 34254-34261; 34263-34264; 34266-34270 inclusive); and six (6) new 26,000-gallon general purpose heated lube tank cars (DOT Specification 111A100W1) built by ACF Industries, Inc. (MBLX Nos. 2700-2705 inclusive)"

2. The party to the Full Release of Memorandum of Security Agreement ("Release") executed as of November 30, 1995, and to be recorded under -C, is:

First Union National Bank - RELEASOR
of North Carolina
One First Union Center, 19th Floor
Charlotte, NC 28288-0735
Attn: E. Roger Gebhart

The aforesaid Release terminates and releases all right, title and interest granted to the Releasor in and to the Lease and to the railcar equipment identified in the Memorandum of Security Agreement recorded under -A to the primary document, and the said Release should be recorded under -C of the principal document recordation number.

A short summary of the Release to appear in the ICC Index is as follows:

"Termination and Release of the Memorandum of Security Agreement filed under -A to the primary document"

3. The parties to the Memorandum of Security Agreement ("Security Agreement"), executed as of November 30, 1995, to be recorded under -D, are:

Mobil Oil Corporation Trust 95-1 - ASSIGNOR/DEBTOR
c/o ATEL Leasing Corporation
235 Pine Street, 6th Floor
San Francisco, CA 94104
Attn: General Counsel

Aid Association for Lutherans - ASSIGNEE/SECURED
4321 North Ballard Road PARTY
Appleton, WI 54919
Attn: Investment Department

The aforesaid Security Agreement assigns all right, title and interest of Assignor to Assignee in the rents due under (Permanent) Equipment Schedule No.1 to the Lease, and as security for the receipt of such rent payments, an interest in eighty-one (81) of the above-referenced tank cars built by Union Tank Car

Company and ACF Industries, Inc., leased thereunder, and the said Security Agreement should be recorded under -D of the principal document recordation number.

4. The parties to the Assignment of Lease and Rents ("Assignment"), executed as of November 30, 1995, to be recorded under -E, are:

Mobil Oil Corporation Trust 95-1 - ASSIGNOR
c/o ATEL Leasing Corporation
235 Pine Street, 6th Floor
San Francisco, CA 94104
Attn: General Counsel

Aid Association for Lutherans - ASSIGNEE
4321 North Ballard Road
Appleton, WI 54919
Attn: Investment Department

The aforesaid Assignment assigns all right, title and interest of Assignor to Assignee in the rents due under (Permanent) Equipment Schedule No.1 to the Lease, and as security for the receipt of such rent payments, an interest in the Lease, and the said Assignment should be recorded under -E of the principal document recordation number.

The Lease covered by the Assignment is the Lease identified in the Restatement of Lease.

A short summary of the Assignment to appear in the ICC Index is as follows:

"Full Assignment for security of the previously
identified Lease and the rent, and other sums due
thereunder"

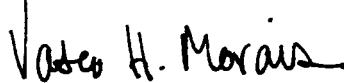
Please index separately the name of the above-mentioned Assignee and Secured Party in the ICC "Vendee/Assignee" Index Book ("white pages") as follows:

Index under Aid Association for Lutherans, saying,
"See Recordation No. 19572-E."

Enclosed is a check in the amount of Eighty-four Dollars (\$84.00) in payment of the filing fees.

Once the filings have been made, please return to bearer the stamped counterpart(s) of the documents not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filings, and the two extra copies of this letter of transmittal.

Very truly yours,



Vasco H. Morais
General Counsel

VHM/jjm
Enclosures

cc: Roland Boardman, Mobil Oil Corp. (fax: 703/707-7164)
Roger Gebhart, First Union Nat'l Bank of N.C. (fax: 704/374-3254)
Jennifer Campbell, Esq., Kennedy Covington Lobdell & Hickman
(fax: 704/331-7598)
Richard Buelllesbach, Esq., Whyte Hirschboeck Dudek (fax: 414/223-5000)
Jack Maser, Esq., Donelan Cleary Wood Maser (fax: 202/371-0900)
Dale Robinette, Esq., McCarthy Tetrault (fax: 416/868-0673)

19572-E
DEC 11 1995 1 00 PM

COMMERCE COMMISSION

ASSIGNMENT OF LEASE

AND RENTS

From

ATEL LEASING CORPORATION
(a California Corporation)

to

AID ASSOCIATION FOR LUTHERANS

This ASSIGNMENT OF LEASE AND RENTS, dated as of November 30, 1995 ("Assignment"), is executed and delivered by ATEL LEASING CORPORATION, a California Corporation, not in its individual capacity but in its capacity as trustee under that certain Trust Agreement dated July 15, 1995, sometimes referred to as Mobil Oil Corporation Trust 95-1 (the "Trust Agreement"), between ATEL Leasing Corporation as Owner Trustee and ATEL Leasing Corporation as Initial Trustor ("Assignor"), having an address at 235 Pine Street, 6th Floor, San Francisco, California 94104 to and for the benefit of AID ASSOCIATION FOR LUTHERANS ("Assignee"), having an address at 4321 North Ballard Road, Appleton, Wisconsin 54919.

Preliminary Recitations:

A. At or about the time of the delivery hereof, Assignor is borrowing and will be borrowing certain sums of money from the Assignee pursuant to a Secured Note Purchase Agreement of even date herewith ("Note Purchase Agreement"), and in order to evidence such borrowing is and will be executing and delivering its Secured Non-Recourse Notes (the "Notes") as follows:

<u>Approx. Date</u>	<u>Rate</u>	<u>Approx. Amount</u>	<u>Approx. Maturity</u>
Nov. 30, 1995			January 30, 2015
On or about Jan. 15, 1996	<u>(1)%</u>	\$ <u>(1)</u>	240 months after issuance (1)
On or about February 15, 1996, but in no event later than March 15, 1996	<u>(1)%</u>	\$ <u>(1)</u>	240 months after issuance (1)

in an aggregate principal amount not exceeding approximately all of which Notes are or will be secured by, among other things, Mortgage and Security Agreements by and between Assignor and Assignee, executed and delivered in connection with the issuance of the Notes (collectively, the "Security Agreements" and individually a "Security Agreement") and this Assignment.

(1) To be completed pursuant to Section 1.1 of the Note Purchase Agreement.

B. The Security Agreements create or will create a lien on the railroad property described in Exhibit A thereto (the "Cars"), and upon the right, title and interest of Assignor in and under (Permanent) Equipment Schedule No. 1 (which

incorporates by reference all of the terms and conditions of the Master Lease Agreement dated July 15, 1995, such Equipment Schedule and Master Lease, including all Riders and Schedules thereto, collectively the "Lease") between the Assignor, as lessor, and Mobil Oil Corporation, a New York corporation, as lessee (the "Lessee"), a Memorandum of which has been recorded with the Interstate Commerce Commission on DEC.11, 1995 and assigned Recordation No. 195-72-B

C. In order to induce Assignee to purchase the Note(s) and to accept each Security Agreement, Assignor is executing and delivering this Assignment to and for the benefit of Assignee.

Agreement:

1. Assignment.

(a) For value received, the receipt of which is hereby acknowledged, Assignor, as additional security for the payment of the principal of, premium, if any, and interest and all other sums payable on, the Note(s), and for the performance and observance of the provisions of this Assignment, the Note Purchase Agreement and each Security Agreement (collectively, the "Obligations"), has assigned, transferred, conveyed and set over, and by these presents does assign, transfer, convey and set over to Assignee all of Assignor's estate, right, title and interest in, to and under the Lease, and any and all subleases of any of the Cars, together with all rights, powers, privileges, options and other benefits of Assignor as lessor under the Lease, and as assignee of any sublease and/or owner of the Cars, including, but not by way of limitation: (i) the immediate and continuing right to receive and collect all rents, income, revenues, issues, profits, insurance proceeds, condemnation awards, moneys and security payable or receivable under the Lease or pursuant to any of the provisions thereof, whether as rents, Stipulated Loss Value, purchase price or otherwise (except sums payable directly to any person other than the lessor thereunder), all of which sums payable to Assignee pursuant to this clause (i) Assignor agrees shall be forwarded, in immediately available funds, directly by the Lessee to Assignee at the address set forth above (or at such other place or in such other manner as the holder of the Note(s) shall have designated to the Lessee in writing), (ii) the right to make all waivers, agreements and elections, (iii) the right to give all notices, consents and releases, (iv) the right to take such action upon the happening of an Event of Default under the Lease including the commencement, conduct and consummation of proceedings at law or in equity as shall be permitted under any provision of the Lease or by law or in equity, (v) the right to retain any Item of Equipment (as defined in Rider No. 2 of the Lease) as to which the Lease has been terminated because of Economic Obsolescence pursuant to said Rider No. 2, and (vi) the right to do any and all things

whatsoever which Assignor is or may become entitled to do under the Lease; but excluding in all cases the Excluded Rights and Excluded Payments.

(b) For the purposes of this Assignment, the Note(s), the Note Purchase Agreement, each Security Agreement and all of the other documents, agreements and instruments entered into in connection herewith and therewith (collectively, together with any amendments or modifications thereto the "Loan Documents"), the term "Excluded Rights and Excluded Payments" shall mean any and all of the following:

(1) all payments of any indemnity under the Lease or any of the other documents, instruments or agreements entered into in connection therewith (collectively, the "Operative Agreements"), and all interest in respect thereof, which by the terms thereof are payable to the Assignor (but not those payable to the Assignee as an additional indemnitee);

(2) any insurance proceeds payable under public liability policies maintained by the Lessee pursuant to the Lease which by the terms of such policies or by the terms of the Lease are payable directly to the Assignor (but not those payable to the Assignee as an additional indemnitee), and, absent an Event of Default, or an event which with notice or the passage of time, or both, would become an Event of Default, any proceeds of insurance maintained with respect to the Cars by the Assignor in excess of the amount due to Secured Party calculated pursuant to Sections 4.4(a)(ii), (iii) and (iv) of the Note Purchase Agreement;

(3) all rights of the Assignor under any Operative Agreement to demand, collect, sue for or otherwise obtain all amounts from the Lessee due the Assignor all on account of any such indemnities or payments referred to in subparagraph (1) above and to seek legal or equitable remedies to require the Lessee to maintain the insurance coverage referred to in subparagraph (2) above, provided that the rights referred to in this subparagraph (3) shall not be deemed to include the exercise of any remedies provided for in the Lease other than the right to proceed by appropriate court action, either at law or in equity, to enforce performance by the Lessee of such indemnities or insurance covenants or to recover damages for the breach thereof; and

(4) the right of the Assignor, but not to the exclusion of the Assignee, as provided in any Operative Agreement (i) to receive from the Lessee notices, certificates and other documents and information which the Lessee is required or permitted to give or furnish to the Assignor pursuant thereto, (ii) to inspect the Cars and all records relating thereto, and (iii) to grant such consents, approvals and waivers as may be

required or permitted to be made or given by the Assignor under the Operative Agreements.

2. Lease Obligations of Assignor. This Assignment is executed as collateral security, and the execution and delivery hereof shall not in any way impair or diminish the obligations of Assignor under the provisions of the Lease nor shall any of the obligations contained in the Lease be imposed upon Assignee. Upon the payment of the principal of and premium, if any, and all accrued interest on the Note(s) and of all other sums payable on the Note(s) and under the Note Purchase Agreement, each Security Agreement and this Assignment and the performance and observance of the provisions thereof, this Assignment and all rights herein assigned to Assignee shall cease and terminate and all of the estate, right, title and interest of Assignor in and to the above-described assigned property shall revert to Assignor, and Assignee shall, at the request of Assignor, deliver to Assignor an instrument in a form proper for recording with the Interstate Commerce Commission ("ICC") Registry, pursuant to the Interstate Commerce Act (the "Act"), canceling this Assignment together with all other releases, filings and all other documents and instruments reasonably requested by Assignor.

3. Lease Notices to Assignee. Assignor hereby directs the Lessee to deliver to Assignee at its address set forth above or at such other address as Assignee shall have designated in writing to the Lessee, duplicate original copies of all such notices, offers, undertakings, demands, statements, documents and other communications.

4. Pledge. Assignor herewith pledges and delivers to and deposits with Assignee the original executed chattel paper counterpart of the Lease as provided under each Security Agreement for the payment of the principal of, premium, if any, interest and all other sums payable on the Note(s), and of all other sums payable under the Note Purchase Agreement, each Security Agreement and this Assignment, and the performance and observance of the provisions thereof.

5. Lease in Effect. Assignor represents to Assignee that the Lease is in full force and effect as to Assignor, without further amendment or modification. Assignor represents to Assignee that Assignor has not executed any other mortgage and assignment of the subject matter of this Assignment other than the Security Agreements.

6. No Inconsistent Action. Assignor agrees that this Assignment and the designation and direction to the Lessee hereinabove set forth are irrevocable and that it will not, while this Assignment is in effect or thereafter until the Lessee has received from Assignee written notice of the termination thereof (which Assignee shall provide at such time as the Note(s) and all

other obligations secured by the Loan Documents, have been paid and satisfied in full), take any action under the Lease or otherwise which is inconsistent with this Assignment, or make any other mortgage and assignment, designation or direction inconsistent therewith, and that any attempted mortgage and assignment, designation or direction inconsistent therewith shall be void. Assignor will, from time to time, upon the request of Assignee, execute all instruments of further assurance and all such supplemental instruments as Assignee may reasonably specify.

7. Subleases. This Assignment shall extend to and include all permitted subleases and amounts payable thereunder.

8. Representations and Warranties. Assignor represents and warrants to Assignee as follows:

(a) Assignor (i) is a corporation duly organized, validly existing and in good standing under the laws of the state of California and is the trustee under that certain Trust Agreement dated July 15, 1995, between ATEL Leasing Corporation as Owner Trustee and ATEL Leasing Corporation as Initial Trustor (the "Trust Agreement"); (ii) is duly qualified to do business under the laws of those states where the failure to be so qualified would have a material adverse effect upon this Assignment or the ability of Assignor to perform its obligations hereunder; (iii) has full power, authority and legal right to acquire, own and give a lien on, and security interest in, the Cars, as defined in each Security Agreement, to execute and deliver the Note Purchase Agreement, the Note(s), each Security Agreement, the Lease, this Assignment and all related UCC Financing Statements and/or filings under the Act with the ICC Registry and to perform and observe the terms and provisions of such instruments; and (iv) in addition to the representations and warranties herein contained, incorporates herein for the benefit of the Assignee, all of the representations and warranties contained in the Trust Agreement.

(b) Neither the execution, delivery nor performance of the Note Purchase Agreement, the Note(s), the Security Agreements, the Lease, this Assignment or any related UCC Financing Statement and/or filings under the Act with the ICC Registry by Assignor (i) conflicts with, or results in a breach of, or constitutes or will constitute a default under (A) the Certificate or Articles of Incorporation or By-Laws of Assignor or the Trust Agreement, or (B) any applicable law, rule or regulation, or (C) any judgment, order, writ, injunction, decree or decision of any court, governmental authority or arbitrator to which Assignor is a party or by which it is bound, or (D) any license, permit, agreement or instrument to which Assignor is a party or by which it is bound, or (ii) results or will result in the creation or imposition of any lien, charge or encumbrance upon the Cars, the Lease (or the rents accruing thereunder),

except the lien and security interest created, and as permitted, by the Security Agreements and this Assignment and except for the Lessee's rights under the Lease.

(c) The Note Purchase Agreement, the Note(s), the Security Agreements, the Lease, this Assignment and all related UCC Financing Statements and/or filings under the Act with the ICC Registry have been duly authorized, executed and delivered, for good and valuable consideration, by Assignor and constitute the legal, valid and binding obligations of Assignor, enforceable against Assignor, and against the security referred to in each Security Agreement, this Assignment and all related UCC Financing Statements and/or filings under the Act with the ICC Registry, in accordance with their respective terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally.

(d) There is no litigation, action, suit or proceeding pending, or to the knowledge of Assignor threatened, against or affecting Assignor before any court, administrative body or other agency which, if adversely determined, would result in a material and adverse change in the business or financial condition of Assignor or impair its capacity to comply with the Note Purchase Agreement, the Note(s), the Security Agreements, the Lease, this Assignment and any related UCC Financing Statements and/or filings under the Act with the ICC Registry.

(e) Except for filings with the ICC Registry and the filing of the UCC Financing Statements, no consent, authorization or approval of, or registration, declaration or filing with, any governmental authority of the United States of America or the State of California, is necessary in connection with the execution, delivery and performance by Assignor of the Note Purchase Agreement, the Note(s), the Security Agreements, the Lease, this Assignment and any related UCC Financing Statement and/or filings under the Act with the ICC Registry.

(f) Assignor has received no payments pursuant to the Lease, including, but not limited to, rent in advance of the due date thereof, but has received Interim Rent and rent payments due and payable on dates prior to the date hereof.

(g) No event has occurred or is continuing which would constitute a default or Event of Default under the Note Purchase Agreement, the Note(s), any Security Agreement or, to Assignor's knowledge, an Event of Default under the Lease or would constitute such a default, Event of Default or an Event of Default but for the requirement that notice be given or that a period of time elapse, or both.

9. No Amendment of Lease. Except to the extent relating to any Excluded Rights or Excluded Payments, Assignor will not enter into any agreement subordinating, terminating, amending, modifying or supplementing the Lease without the consent thereto in writing of Assignee and any such attempted subordination, termination, amendment, modification or supplement without such consent shall be void. In the event that the Lease shall be amended, modified or supplemented as herein permitted, the Lease as so amended, modified or supplemented shall continue to be subject to the provisions of this Assignment without the necessity of any further act by any of the parties hereto.

10. Other Security. Assignee may resort for the payment of the Note(s) and all other amounts secured by this Assignment, or any part thereof, to any other security therefor held by Assignee in such order and manner as Assignee may elect.

11. Non-Recourse. Notwithstanding any provision of the Loan Documents to the contrary, the Obligations shall be satisfied solely out of the Collateral (as defined in the Loan Documents). Without limiting the generality of the foregoing, the Assignor shall have no liability to make any payments under this Assignment, the Note(s), or any of the other Loan Documents whatsoever except from the Collateral. This paragraph shall not apply to the Assignor's obligations under Sections 1.4, 4.2, 7.3 and 7.4 of the Note Purchase Agreement, to moneys received by the Assignor contrary to the provisions of any of the Loan Documents, or to a judgment based upon a finding of fraud or material misrepresentation on the part of Assignor.

12. Wisconsin Law. This Assignment shall be deemed delivered in the State of Wisconsin and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

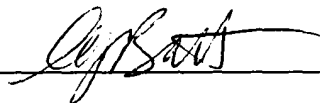
13. Invalidity. If any provision of this Assignment or any application thereof shall be invalid or unenforceable, the remainder thereof and any other application of such provision shall not be affected thereby.

14. Successors and Assigns. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

15. Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Loan Documents and the Lease.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed, as of the day and year first above written.

ATEL LEASING CORPORATION not in its individual capacity, but solely as Trustee under the Trust Agreement

By:  (SEAL)

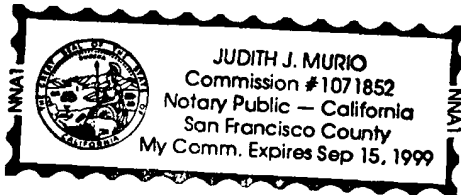
Name: A. J. Batt

Title: Chairman

COUNTY OF SAN FRANCISCO)
) ss.
STATE OF CALIFORNIA)

On Dec. 6, 1995, before me, the undersigned, a Notary Public, in and for said State, personally appeared S. J. Ball, known to me to be the Chairman of ATEL LEASING CORPORATION, that executed the within instrument as trustee under that certain Trust Agreement dated July 15, 1995, between ATEL Leasing Corporation as Owner Trustee and ATEL Leasing Corporation as Initial Trustor, known to me to be the person who executed the within instrument on behalf of the trustee-corporation therein named, and acknowledged to me that such trustee-corporation executed the within instrument on such day pursuant to said Trust Agreement and to its bylaws or a resolution of its board of directors, for the purposes and consideration therein expressed.

WITNESS my hand and official seal.



Judith J. Murio
Notary Public, San Francisco County
State of California
My commission: 9.15.99

EXHIBIT A
TO PERMANENT EQUIPMENT SCHEDULE NO. 1
dated as of October 1, 1995
to Master Lease Agreement dated as of July 15, 1995 ("Lease")
between ATEL Leasing Corporation ("Lessor")
and Mobil Oil Corporation ("Lessee")

No. of Cars	Manufacturer	Description	NOT Specification	G.O. No.	Equipment		Netplant & Total	
					Cost	Other Costs	Cost	Cost

Accept 1-1 (July 15, 1995)

1	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34193	\$75,730	\$410.00	\$76,140.00
2	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34194	\$75,730	\$410.00	\$76,140.00
3	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34195	\$75,730	\$410.00	\$76,140.00
4	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34196	\$75,730	\$410.00	\$76,140.00
5	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34197	\$75,730	\$410.00	\$76,140.00
6	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34198	\$75,730	\$410.00	\$76,140.00
7	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34199	\$75,730	\$410.00	\$76,140.00
8	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34200	\$75,730	\$410.00	\$76,140.00
9	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34201	\$75,730	\$410.00	\$76,140.00
10	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34202	\$75,730	\$410.00	\$76,140.00
11	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34203	\$75,730	\$410.00	\$76,140.00
12	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34204	\$75,730	\$410.00	\$76,140.00
13	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34205	\$75,730	\$410.00	\$76,140.00
14	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34206	\$75,730	\$410.00	\$76,140.00
15	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34207	\$75,730	\$410.00	\$76,140.00
16	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34208	\$75,730	\$410.00	\$76,140.00
17	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34209	\$75,730	\$410.00	\$76,140.00
18	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34210	\$75,730	\$360.00	\$76,090.00
19	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34211	\$75,730	\$360.00	\$76,090.00
20	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34212	\$75,730	\$360.00	\$76,090.00
21	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34213	\$75,730	\$410.00	\$76,140.00
22	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34216	\$75,730	\$410.00	\$76,140.00
23	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34218	\$75,730	\$360.00	\$76,090.00
					<u>\$1,741,790</u>	<u>\$9,230.00</u>	<u>\$1,751,020.00</u>

EXHIBIT A
TO PERMANENT EQUIPMENT SCHEDULE NO. 1
dated as of October 1, 1995
to Master Lease Agreement dated as of July 15, 1995 ("Lease")
between ATEL Leasing Corporation ("Lessor")
and Mobil Oil Corporation ("Lessee")

No. of Cars	Manufacturer	Description	DOT Specification	Car No.	Equipment Cost	Freight & Other Costs	Total Cost
1	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34214	\$75,730	\$360.00	\$76,090.00
2	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34215	\$75,730	\$360.00	\$76,090.00
3	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34217	\$75,730	\$360.00	\$76,090.00
4	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34220	\$75,730	\$360.00	\$76,090.00
5	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34221	\$75,730	\$360.00	\$76,090.00
6	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34224	\$75,730	\$360.00	\$76,090.00
7	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34225	\$75,730	\$360.00	\$76,090.00
8	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34226	\$75,730	\$360.00	\$76,090.00
9	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34227	\$75,730	\$360.00	\$76,090.00
10	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34228	\$75,730	\$360.00	\$76,090.00
					<u>\$757,300</u>	<u>\$3,600.00</u>	<u>\$760,900.00</u>

Accept 1-2 (August 15, 1995)

Accept 1-3 (September 15, 1995)

1	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34219	\$75,730	\$360.00	\$76,090.00
2	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34222	\$75,730	\$360.00	\$76,090.00
3	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34229	\$75,730	\$360.00	\$76,090.00
4	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34230	\$75,730	\$360.00	\$76,090.00
5	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34231	\$75,730	\$360.00	\$76,090.00
6	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34232	\$75,730	\$360.00	\$76,090.00
7	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34233	\$75,730	\$360.00	\$76,090.00
8	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34234	\$75,730	\$360.00	\$76,090.00
9	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34235	\$75,730	\$360.00	\$76,090.00
10	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34236	\$75,730	\$360.00	\$76,090.00
11	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34237	\$75,730	\$360.00	\$76,090.00
12	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34238	\$75,730	\$360.00	\$76,090.00
13	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34239	\$75,730	\$360.00	\$76,090.00
14	Union Tank Car Company	Liquid Petroleum Tank Car	1121340W	MBLX 34240	\$75,730	\$360.00	\$76,090.00

EXHIBIT A
TO PERMANENT EQUIPMENT SCHEDULE NO. 1
dated as of October 1, 1995
to Master Lease Agreement dated as of July 15, 1995 ("Lease")
between ATEL Leasing Corporation ("Lessor")
and Mobil Oil Corporation ("Lessee")

No. of Cars	Manufacturer	Description	Model Specification	Gain No.	Equipment Cost	Depreciable Other Costs	Total Cost
15	Union Tank Car Company	Liquid Petroleum Tank Car	112J340W	MBLX 34241	\$75,730	\$360.00	\$76,090.00
16	Union Tank Car Company	Liquid Petroleum Tank Car	112J340W	MBLX 34244	\$75,730	\$360.00	\$76,090.00
17	Union Tank Car Company	Liquid Petroleum Tank Car	112J340W	MBLX 34245	\$75,730	\$360.00	\$76,090.00
18	Union Tank Car Company	Liquid Petroleum Tank Car	112J340W	MBLX 34248	\$75,730	\$360.00	\$76,090.00
19	Union Tank Car Company	Liquid Petroleum Tank Car	112J340W	MBLX 34250	\$75,730	\$360.00	\$76,090.00
Accept 1-3 (September 15, 1995)					\$1,438,870	\$6,840.00	\$1,445,710.00
1	ACF Industries	Liquid Petroleum Tank Car	11A00W1	MBLX 2700	\$95,500	\$1,897.00	\$97,397.00
2	ACF Industries	Liquid Petroleum Tank Car	11A00W1	MBLX 2701	\$95,500	\$1,897.00	\$97,397.00
Accept 1-4 (October 15, 1995)					\$191,000	\$3,794.00	\$194,794.00
1	Union Tank Car Company	Liquid Petroleum Tank Car	112J340W	MBLX 34223	\$75,730	\$360.00	\$76,090.00
2	Union Tank Car Company	Liquid Petroleum Tank Car	112J340W	MBLX 34242	\$75,730	\$360.00	\$76,090.00
3	Union Tank Car Company	Liquid Petroleum Tank Car	112J340W	MBLX 34243	\$75,730	\$360.00	\$76,090.00
4	Union Tank Car Company	Liquid Petroleum Tank Car	112J340W	MBLX 34246	\$75,730	\$360.00	\$76,090.00
5	Union Tank Car Company	Liquid Petroleum Tank Car	112J340W	MBLX 34247	\$75,730	\$360.00	\$76,090.00
6	Union Tank Car Company	Liquid Petroleum Tank Car	112J340W	MBLX 34249	\$75,730	\$360.00	\$76,090.00
7	Union Tank Car Company	Liquid Petroleum Tank Car	112J340W	MBLX 34251	\$75,730	\$360.00	\$76,090.00
8	Union Tank Car Company	Liquid Petroleum Tank Car	112J340W	MBLX 34252	\$75,730	\$360.00	\$76,090.00
9	Union Tank Car Company	Liquid Petroleum Tank Car	112J340W	MBLX 34254	\$75,730	\$360.00	\$76,090.00
10	Union Tank Car Company	Liquid Petroleum Tank Car	112J340W	MBLX 34255	\$75,730	\$360.00	\$76,090.00
11	Union Tank Car Company	Liquid Petroleum Tank Car	112J340W	MBLX 34256	\$75,730	\$360.00	\$76,090.00
12	Union Tank Car Company	Liquid Petroleum Tank Car	112J340W	MBLX 34257	\$75,730	\$360.00	\$76,090.00
13	Union Tank Car Company	Liquid Petroleum Tank Car	112J340W	MBLX 34258	\$75,730	\$360.00	\$76,090.00
14	Union Tank Car Company	Liquid Petroleum Tank Car	112J340W	MBLX 34259	\$75,730	\$360.00	\$76,090.00
15	Union Tank Car Company	Liquid Petroleum Tank Car	112J340W	MBLX 34260	\$75,730	\$360.00	\$76,090.00
16	Union Tank Car Company	Liquid Petroleum Tank Car	112J340W	MBLX 34261	\$75,730	\$360.00	\$76,090.00
					\$1,211,680	\$5,760.00	\$1,217,440.00

EXHIBIT A
TO PERMANENT EQUIPMENT SCHEDULE NO. 1
dated as of October 1, 1995
to Master Lease Agreement dated as of July 15, 1995 ("Lease")
between ATEL Leasing Corporation ("Lessor")
and Mobil Oil Corporation ("Lessee")

No. of Cars	Manufacturer	Description	DOT Specification	Car No.	Equipment Cost	Freight & Other Costs	Total Cost
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Accept 1-4 (October 15, 1995)

1	Union Tank Car Company	Liquid Petroleum Tank Car	112J340W	MBLX 34263	\$75,505	\$360.00	\$75,865.00
2	Union Tank Car Company	Liquid Petroleum Tank Car	112J340W	MBLX 34264	\$75,505	\$360.00	\$75,865.00
3	Union Tank Car Company	Liquid Petroleum Tank Car	112J340W	MBLX 34266	\$75,505	\$360.00	\$75,865.00
4	Union Tank Car Company	Liquid Petroleum Tank Car	112J340W	MBLX 34267	\$75,505	\$360.00	\$75,865.00
5	Union Tank Car Company	Liquid Petroleum Tank Car	112J340W	MBLX 34268	\$75,505	\$360.00	\$75,865.00
6	Union Tank Car Company	Liquid Petroleum Tank Car	112J340W	MBLX 34269	\$75,505	\$360.00	\$75,865.00
7	Union Tank Car Company	Liquid Petroleum Tank Car	112J340W	MBLX 34270	\$75,505	\$360.00	\$75,865.00
					<u>\$528,535</u>	<u>\$2,520.00</u>	<u>\$531,055.00</u>

Accept 1-4 (October 15, 1995)

1	ACF Industries	Liquid Petroleum Tank Car	11A00W1	MBLX 2702	\$95,500	\$1,422.50	\$96,922.50
2	ACF Industries	Liquid Petroleum Tank Car	11A00W1	MBLX 2703	\$95,500	\$1,422.50	\$96,922.50
3	ACF Industries	Liquid Petroleum Tank Car	11A00W1	MBLX 2704	\$95,500	\$1,422.50	\$96,922.50
4	ACF Industries	Liquid Petroleum Tank Car	11A00W1	MBLX 2705	\$95,500	\$1,422.50	\$96,922.50
					<u>\$382,000</u>	<u>\$5,690.00</u>	<u>\$387,690.00</u>

Schedule No. 1 Equipment
GRAND TOTALS

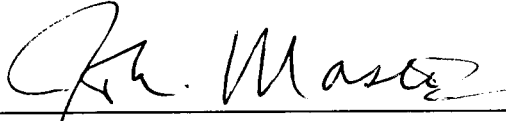
<u>\$6,251,175</u>	<u>\$37,434</u>	<u>\$6,288,609</u>
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DISTRICT OF COLUMBIA) SS.:

CERTIFICATION OF TRUE COPY

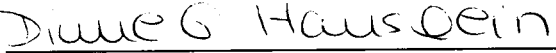
I, John K. Maser III, a member of the Bar of the District of Columbia, do hereby certify that I have compared the attached copy of the document entitled "Assignment of Lease and Rents" from ATEL Leasing Corporation to Aid Association for Lutherans, dated as of November 30, 1995, with an executed original counterpart thereof and find the said attached copy to be in all respects a true, correct and complete copy of the aforesaid executed original counterpart.

IN WITNESS WHEREOF, the undersigned has hereto affixed his signature this 11th day of December, 1995.



John K. Maser III

Subscribed and sworn to before me this 11th day of December, 1995.



Notary Public

My Commission expires: 9.30.96